

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.discoveringmontana.com/doa/gsd>

T.C. # SPB03-683D CAR RENTAL RATES

This is a non-exclusive contract.

	FROM	January 1, 2007	CONTRACT YEAR	NEW ()
	TO	December 31, 2007		RENEW (xx)
VENDORS	ENTERPRISE		ORDER ADDRESS	Third renewal, fifth year. One renewal period remains.
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

Prices: PER CONTRACT

Delivery: PER CONTRACT

Terms: PER CONTRACT

Remarks: This is the third renewal, fifth year of the contract. One year remains on this contract.

IFB/RFP No. :

IFB03-683D

RHONDA R. GRANDY, Contracts Officer

AUTHORIZED SIGNATURE

STATE OF MONTANA - TERM CONTRACT

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt.

Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 11/02

CAR RENTAL RATES

SCOPE

This is a multi-vendor term contract to furnish State agencies with rental vehicles for the period of January 1, 2003 through December 31, 2004, (original term) with the possibility of four (1) one-year renewal periods. The current renewal term is January 1, 2007 through December 31, 2007. This is the third renewal, fifth year of the contract. One renewal period remains.

The contract will be used primarily when State agencies are unable to acquire vehicles from the State Motor Pool during times of peak usage. Other car rentals may be initiated at the discretion of the agencies.

CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed five (5) additional years. Price increases may be negotiated prior to the beginning of renewal periods if agreed to by both parties. Any price adjustments shall be based upon documented increases in the contractor's cost of the contract, and shall remain in effect for the entire renewal period.

COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The next report for this term contract will be due July 15, 2007.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

CAR RENTAL RATES

VENDOR REQUIREMENTS**INSURANCE**

Vendors must include as part of the daily rate, a zero-deductible, partial damage waiver for damages up to \$2,500.00. Damages in excess of \$2,500 will be processed through the State Risk Management and Tort Defense Division. **This will preclude the State from having to purchase personal accident insurance or optional supplemental liability insurance from the vendor.** Vendors may include a waiver greater than \$2,500 but no additional fees may be assessed to the agency.

FUEL

Vendors must indicate terms and conditions for fuel arrangements pertaining to the amount of fuel to be in the tank at the time of vehicle return, and subsequent charges for failure to meet said terms and conditions.

INVOICING

Unless other arrangements are made at the time the vehicles are picked up, vendors will be required to invoice the individual agency directly for rental fees.

AGENCY REQUIREMENTS

Agencies will contact the vendor and request vehicles by indicating the type of vehicle needed, pick-up date and return date. Agencies will indicate if they intend to drive vehicles out of state and if additional persons will be driving the vehicle. Drivers will show proof of a valid drivers license when the vehicles are picked up by the agency.

Enterprise Rent-A-Car

Erin Kramarich
1200 Bozeman Ave
Helena, MT 59601
(406) 896-0752

Hours of Operation

Monday - Friday	8:00 a.m. - 6:00 p.m.
Saturday	9:00 a.m. - 12:00 p.m.
Sunday	Closed

Rentals needed before opening hours: Any vehicles needed before 7:30 a.m. can be picked up the day before between 4:30-6:00 p.m. Charges for that rental will not start accruing until the following morning. Any rentals needed before 7:00 a.m. on Mondays, can be picked up Saturday between 11:00-12:00 p.m., with charges starting Monday morning.

CAR RENTAL RATES

Rentals returned after closing hours: Rented vehicles can be returned to our office after hours, by putting the keys through a drop slot located on or near the front entrance.

Roadside Assistance: Emergency service is available 24 hours a day, by simply calling 1-800-325-8007. In the event of an accident or breakdown, the closest Enterprise office will assist that customer.

Contact Person

Any Enterprise Manager or Customer Service Representative

Other Vendor Locations

Billings West
547 S 20th Street West
Billings, MT 59102
(406) 652-2000

Helena
1521 N Montana Ave
Helena, MT 59601
(406) 449-3400

Billings East
2123 1st Ave North
Billings, MT 59101
(406) 259-9999

Kalispell
2175 Highway 2 East
Kalispell, MT 59901
(406) 755-4848

Bozeman
100 Auto Plaza Drive
Bozeman, MT 59715
(406) 586-8010

Missoula
2201 W Broadway
Missoula, MT 59808
(406) 721-1888

Butte
3350 Harrison Ave
Butte, MT 59701
(406) 494-1900

Hamilton
1100 South 1st Street
Hamilton, MT 59840
(406) 375-9393

Great Falls
319 10th Ave South
Great Falls, MT 59405
(406) 761-1600

Daily Rate

Midsized Car \$36.99/Day and \$221.99/Week
Standard/ Full-size Car \$39.99/Day and \$239.99/Week
4WD SUV \$59.99/Day and \$359.99/Week
Minivan \$59.99/Day and \$359.99/Week
Truck \$59.99/Day and \$359.99/Week

These rates are guaranteed at any of our Montana locations. The rates include unlimited mileage in Montana, on all passenger vehicles. Trucks, Sport Utilities, and Minivans include 200 miles per day and 1400 miles per week, with \$.21 cents per mile for additional mileage. All monthly rentals include 2500 miles per month before additional mileage charges accrue.

CAR RENTAL RATES

Fuel Charge

Vehicles must be returned with the same amount of gas in the tank as when checked out. Charges for vehicles returned with less gas than when rented will be assessed the local pump price, which may vary from location to location.